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FOREIGN SERVICE DESPATCH

FROM : American Embassy, Tripoli

61
DESP. NO.

TO : THE DEPARTMENT OF STATE, WASHINGTON.

August 14, 1956
DATE

Att: Assistant for Treaty Affairs, Office of the Legal Adviser

REF : 4 FSM 226; Embdesp 146, Oct. 21, 1955; TOICA A-686; Embtel 42, July 19, 1956

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	L-2	IN RMR-2 NEA-4 ob-6 ICA-10 4/MSA-1 Rgn-2 Ey 08-4
	REC'D 8/21	FOI OTHER Cen-7 OSD-4 Com-8 IN-7 Ag-8 USIA-10

SUBJECT: Amendment of the Technical Assistance Program Agreements Between the United States and Libya

(3)

JOINT EMBASSY-USOM/L MESSAGE

As indicated in Paragraph 2 of TOICA A-686, organizational changes in the Joint Services require certain amendments to the four Program Agreements concluded on July 28, 1955 and submitted to the Department with Embassy despatch No. 146 of October 21, 1955. Also, the recent merger of the USOM/L Agriculture Division and Natural Resources Division necessitates changes affecting two of those Agreements.

In accordance with the advice and recommendation of Admiral E. E. Woods, ICA Regional Legal Adviser, we consider it desirable to conclude a new Program Agreement in Agriculture and Water Resources which would incorporate all the amendments required by the merger and by the organizational changes in the Joint Services and which would supersede the present Program Agreements in Agriculture and in Natural Resources. We also consider that amendment of the Program Agreements in Education and in Public Health can be effected most conveniently by an exchange of formal notes between the Libyan Foreign Minister and the American Ambassador. Accordingly, there are attached, for the consideration of the Department and the ICA, the proposed text of an Agreement For a Cooperative Program in Agriculture and Water Resources, and draft notes amending the Program Agreements in Education and in Public Health. The underlinings which appear both in the draft agreement and in the draft notes indicate all deviations from the present wording of the respective Program Agreements. Since the organizational changes in the Joint Services are being made to meet the wishes of the Libyan Government, we believe that it is appropriate and desirable that the latter should propose the amendments and we have drafted the notes accordingly.

The following comments regarding the specific changes may be helpful:

Article III, Paragraph 3: This paragraph names all of those prospective projects mentioned in the corresponding paragraphs of the present Agreements in Agriculture and in Natural Resources. One project not mentioned in the latter Agreements, "area development and resettlement", has been added to cover the community development program which is now underway.

Article V, Paragraph 1: The specification of the Joint Service as a Federal Agency and the provisions for a branch organization in and coordination with the

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Provinces conform with the desires of the Council of Ministers as described in TOICA A-686, under reference.

Article V, Paragraph 2: This paragraph, as amended, names the Permanent Under Secretary of Finance, rather than the Minister, as the principal Libyan Co-Director, changes the designation "Co-Director" to "Supervising Co-Director", establishes Executive Co-Directors to replace the Chief and Deputy Chief of the Service, and specifies the particular officials who will fill the Executive Co-Director positions. TOICA A-686 again refers.

Article VI, Paragraph 3: Since this paragraph originally referred to the liquidation of LATAS, which has been accomplished, its retention was no longer necessary. The new paragraph provides for the dissolution of the Joint Services in Agriculture and in Natural Resources and the transfer of their employees, assets and obligations to the Agriculture and Water Resources Joint Service. The phrase "including the former assets and obligations of the Libyan-American Technical Assistance Service (LATAS), as determined by the Director," was added as a precautionary provision to take care of any question which might arise concerning former LATAS assets and obligations.

Article VI, Paragraph 4: Since the previous reference to the fiscal year ending June 30, 1956 is no longer pertinent, this date was changed to 1957.

Article VII, Paragraph 7: This paragraph provides for the continuation of existing projects in agriculture and natural resources, omitting the previous reference to LATAS which is no longer pertinent.

Article IX: The date is changed to 1956 as per the reasons stated above. The second paragraph of this Article provides for the termination of the Program Agreements in Agriculture and in Natural Resources and their supersedure by the new Agreement.

Since most of the Libyan officials primarily concerned with these amendments have been out of the country, either on leave or in company with the King on his state visit to Turkey, we have not been able to discuss these textual changes with them. We anticipate no objections but will of course clear any additional changes of a substantive nature with the Department and ICA.

It would be appreciated if the Department and ICA would notify us by cable of their approval or of any desired changes.

For the Ambassador:

Rodger P. Davies

Rodger P. Davies
Counselor of Embassy

cc: Benghazi
USOM/L

Enclosures:
1. Draft Agreement
2. Draft Note
3. Draft Note
4. Draft Note in Reply

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D R A F T

AGREEMENT
FOR A COOPERATIVE PROGRAM IN AGRICULTURE
AND WATER RESOURCES
BETWEEN
THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF
THE UNITED KINGDOM OF LIBYA

The Government of the United States of America and the Government of the United Kingdom of Libya have agreed as follows:

ARTICLE I. THE OPERATING AGENCIES

Pursuant to the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of the United Kingdom of Libya, signed on behalf of the two Governments at Tripoli, Libya, on July 21, 1955, a cooperative agriculture and water resources program shall be initiated in Libya. The obligations assumed herein by the Government of the United Kingdom of Libya will be performed by it through its Ministry of National Economy (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by it through such United States government agency or agencies as the Government of the United States of America may designate (hereinafter referred to as the "Agency" for the purposes of this Agreement). The Agency, on behalf of the Government of the United States of America, and the Ministry, on behalf of the Government of the United Kingdom of Libya, shall participate jointly in all phases of the planning and administration of the cooperative program. This agreement and all activities carried out pursuant to it shall be governed by the provisions of said General Agreement for Technical Cooperation.

ARTICLE II. OBJECTIVES

The objectives of this cooperative agriculture and water resources program are:

1. To facilitate the survey and development of agriculture and water resources in Libya through cooperative action on the part of the two Governments;

2. To stimulate and increase the interchange between the two countries of knowledge, skills, and techniques in the field of agriculture and water resources.

ARTICLE III. FIELDS OF ACTIVITY

This cooperative agriculture and water resources program will include, to the extent that the parties from time to time agree thereon, operations of the following types:

1. Studies of the needs of Libya in the field of agriculture and water

resources and the resources which are available to meet these needs;

2. The formulation and continuous adaptation of a program to help meet such needs;

3. The initiation and administration of projects in agricultural research and experimentation; agricultural extension (including home economics extension and farm-youth training); livestock management (including animal disease control and pasture improvement); soil conservation; range management; crop production; improved irrigation farming; introduction of improved strains of agricultural commodities and livestock; agricultural credit; forestry; fisheries; agricultural storage; water conservation and development; ground water investigations; well drilling and irrigation development; land classification and soils studies; area development and resettlement; mineral investigations; and such other projects in the field of agriculture and water resources as the parties may agree upon;

4. Related training activities, both within and outside of Libya.

ARTICLE IV. U. S. TECHNICAL STAFF

The Government of the United States of America will furnish a group of technicians and specialists who shall, hereinafter, be referred to as the Technical Staff to collaborate in carrying out the cooperative agriculture and water resources program. The technicians and specialists made available by the Government of the United States of America under this Agreement will be headed by an official (hereinafter referred to as the "Director" for the purpose of this Agreement) selected and assigned by, and whose title shall be designated by, the Government of the United States of America. The Director and members of the Technical Staff shall be appointed by the Government of the United States of America but shall be acceptable to the Government of the United Kingdom of Libya.

ARTICLE V. THE JOINT SERVICE

1. The Government of the United Kingdom of Libya agrees to establish under the Ministry an Agency to be known as the Libyan-American Agriculture and Water Resources Joint Service (hereinafter referred to as the "Service"). The Service shall function as a Libyan Federal Government Agency and shall be responsible for administering the cooperative agriculture and water resources program in accordance with the provisions of this Agreement and the provisions of the General Agreement for Technical Cooperation. The Service shall establish in each Province of Libya a branch organization which shall be responsible for the execution of projects within the respective Provinces. All projects shall be executed in close coordination with the Provincial Administrations.

2. The Director and the Permanent Under Secretary of Finance, hereinafter referred to as the Permanent Under Secretary, shall serve as the Supervising Co-Directors of the Service. The Chief of the Agriculture and Water Resources Division of the Technical Staff and the Director General of the Ministry of National Economy shall serve as Executive Co-Directors. The Executive Co-Directors

shall, under the general supervision and coordination of the Supervising Co-Directors, be in direct charge of all operations of the Service. With the assistance of designated Agriculture and Water Resources personnel of the Technical Staff and of the Ministry, the Executive Co-Directors shall develop a plan of organization, staffing and administration, a schedule of projects and plans of work, and a financial budget for the approval of the Supervising Co-Directors. All matters relating to general policy, operational requirements, and expenditures in connection with projects undertaken in pursuance of this Agreement shall be jointly determined by the Supervising Co-Directors or by their duly authorized representatives.

3. Designated members of the Technical Staff and of the Ministry may become officers or employees of the Service under such arrangements as may be agreed upon by the Director and the Permanent Under Secretary. The Service shall directly employ such additional staff as may be agreed necessary.

ARTICLE VI. JOINT CONTRIBUTIONS

The parties shall contribute and make available, to the extent provided below, funds and other contributions for use in carrying out the program during the period covered by this Agreement, in accordance with the following schedules:

1. The Government of the United States of America shall pay the salaries and other expenses of the members of the Technical Staff assigned to the Service, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this cooperative program.

2. The Government of the United Kingdom of Libya shall, at its own expense pursuant to agreement between the Director and the Permanent Under Secretary:

a. Designate specialists and other necessary personnel to collaborate with members of the Technical Staff assigned by the Director to the Service;

b. Make available such office space, office equipment and furnishings and such other facilities, materials, equipment, supplies, and services as it can provide for the said program;

c. Make available the general assistance of the agencies of the Government of the United Kingdom of Libya for carrying out the cooperative agriculture and water resources program.

3. It is mutually agreed that the Libyan-American Agriculture Joint Service and the Libyan-American Natural Resources Joint Service, established pursuant to the Agreements for a Cooperative Program in Agriculture and for a Cooperative Program in Natural Resources, respectively, both dated July 28, 1955, are hereby dissolved and their assets and obligations, including the former assets and obligations of the Libyan-American Technical Assistance Service (LATAS), as determined by the Director, are hereby transferred to the Service.

4. The Government of the United States of America and the Government of the United Kingdom of Libya intend to make additional cash contributions and other contributions to the Service to finance the agricultural and water resources program during the United States fiscal year ending [illegible]957, and during subsequent fiscal years. Such cash contributions shall be embodied in separate cash contribution agreements, which agreements shall be signed by the Director and the Permanent Under Secretary or by other authorized representatives of the two Governments.

5. The projects to be undertaken under this Agreement may include cooperation through the Ministry with Agencies of the Federal Government and Provincial Administrations in Libya as well as with institutions of a private character, and international organizations of which either the United States of America or the United Kingdom of Libya is a member. By agreement between the Director and the Permanent Under Secretary, contributions of funds by either or both parties, or by any of such third parties, may be accepted and deposited to the credit of the Service, and contributions of property, services or facilities by either or both parties, or by any of such third parties, may be accepted and used to carry out the purposes of the cooperative agriculture and water resources program.

6. The Service is specifically authorized to serve as an "executing agency" for projects approved by the LARC (Libyan-American Reconstruction Commission) when so designated by the LARC, and to accept transfers of funds from the LARC as required to finance such projects subject to such terms and conditions as may be agreed.

7. The moneys contributed to the Service may be maintained in such bank or banks as the Director and the Permanent Under Secretary shall agree, and shall be available only for the purposes of this Agreement. No funds deposited to the Service's account shall be withdrawn except by issuance of a check or other suitable withdrawal document signed by both the Director and the Permanent Under Secretary, or their respectively designated representatives.

ARTICLE VII. PROJECT OPERATIONS

1. The cooperative agriculture and water resources program herein provided for shall consist of a series of projects to be jointly planned and administered by the Director and the Permanent Under Secretary. Each project shall be embodied in a written project agreement which shall be signed by the Director and the Permanent Under Secretary and the accredited representative of any agency which has undertaken to contribute in cash or kind to the project if it so desires. Each project agreement shall define the work to be done, shall make allocations of funds therefor from moneys available to the Service, and may contain such other matters as the parties may desire to include.

2. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Director and the Permanent Under Secretary, which shall provide a record of the work done, the objectives sought to be achieved, and expenditures made, the problems encountered and solved, and related basic data.

3. The selection of specialists, technicians and others in the field of agriculture and water resources to be sent for training to the United States of America or elsewhere pursuant to this program, as well as the training activities in which they shall participate, shall be jointly determined by the Director and the Permanent Under Secretary.

4. The general policies and administrative procedures that are to govern the cooperative agriculture and water resources program, the carrying out of projects, and the operations of the Service, such as the disbursement of and accounting for funds, the incurrence of obligations of the Service, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Service and the terms and conditions of their employment, and all other administrative matters, shall be determined jointly by the Director and the Permanent Under Secretary.

5. All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be executed for the Service under the name of the relevant project and shall be signed by the Director and the Permanent Under Secretary. The books and records of the Service relating to the cooperative program shall be open at all times for the examination of authorized representatives of the Government of the United States of America and the Government of the United Kingdom of Libya. The Director and the Permanent Under Secretary shall issue jointly an annual report of the activities of the Service to the two Governments, and other reports at such intervals as may be appropriate.

6. Any power conferred by this Agreement upon the Director or the Permanent Under Secretary may be delegated by either of them to any qualified representative, provided that each such delegation be satisfactory to the other. Such delegation shall not limit the right of either of them to refer any matter directly to one another for discussion and decision.

7. The existing projects in agriculture and in natural resources shall be considered to be projects under this Agreement and shall be continued in conformity with its terms until amended or terminated by subsequent agreement.

ARTICLE VIII. ADDITIONAL FISCAL PROVISIONS

1. All funds deposited to the credit of the Service pursuant to this Agreement shall continue to be available for the cooperative agriculture and water resources program during the existence of this agreement, without regard to annual periods or fiscal years of either of the parties.

2. All materials, equipment and supplies, acquired for the cooperative program shall become the property of the Service and shall be used only in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program will be disposed of by agreement between the Government of the United States of America and the Government of the United Kingdom of Libya.

3. Interest received on funds of the Service and any other increment of

assets of the Service, of whatever nature or source, shall be deposited to the credit of the Service.

4. Any funds of the Service which remain unexpended and unobligated on the termination of the cooperative agriculture and water resources program shall at that time, unless otherwise agreed upon in writing by the parties hereto, be returned to the parties hereto in the proportion of the respective monetary contributions made by the Government of the United States of America and the Government of the United Kingdom of Libya under this Agreement, as it may be from time to time amended and extended.

ARTICLE IX. ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the "Joint Service Program Agreement for Agriculture and Water Resources". It shall enter into force on the date on which it is signed, and shall remain in force up to and including December 31, 1960, or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this Agreement for the period from June 30, 1956, through December 31, 1960, shall be subject to the availability of appropriations to both parties for the purposes of this Agreement.

The Agreement for a Cooperative Program in Agriculture and the Agreement for a Cooperative Program in Natural Resources, both between the Government of the United States of America and the Government of the United Kingdom of Libya and both dated July 28, 1955, are superseded by this Agreement and are hereby terminated.

DONE in duplicate, in the English and Arabic languages, at Tripoli, Libya, this _____ day of _____, 1956.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

_____
Ambassador of the United States of America

_____
Director, United States Operations Mission to Libya

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF LIBYA

_____
Minister of Foreign Affairs

_____
Permanent Under Secretary of Finance

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DRAFT NOTE

(From the Libyan Foreign Minister)

Excellency:

I have the honor to propose that the Agreement For a Cooperative Program in Education Between The Government of the United Kingdom of Libya and The Government of the United States of America, signed at Tripoli on July 28, 1955, be amended as follows:

A. Paragraph 1 of Article V is amended to read as follows:

1. The Government of the United Kingdom of Libya agrees to establish under the Ministry an Agency to be known as the Libyan-American Education Joint Service (hereinafter referred to as the "Service"). The Service shall function as a Libyan Federal Government Agency and shall be responsible for administering the cooperative education program in accordance with the provisions of this Agreement and the provisions of the General Agreement for Technical Cooperation. The Service shall establish in each Province of Libya a branch organization which shall be responsible for the execution of projects within the respective Provinces. All projects shall be executed in close coordination with the Provincial Administrations.

B. Paragraph 2 of Article V is amended to read as follows:

2. The Permanent Under Secretary of Finance, hereinafter referred to as the Permanent Under Secretary and the Director, shall serve as the Supervising Co-Directors of the Service. The Director General of the Ministry of Education and the Chief of the Education Division of the Technical Staff shall serve as Executive Co-Directors. The Executive Co-Directors shall, under the general supervision and coordination of the Supervising Co-Directors, be in direct charge of all operations of the Service. With the assistance of designated Education personnel of the Ministry and of the Technical Staff, the Executive Co-Directors shall develop a plan of organization, staffing and administration, a schedule of projects and plans of work, and a financial budget for the approval of the Supervising Co-Directors. All matters relating to general policy, operational requirements, and expenditures in connection with projects undertaken in pursuance of this Agreement shall be jointly determined by the Supervising Co-Directors or by their duly authorized representatives.

C. The term "Minister" shall be changed throughout the text of the Agreement to read "Permanent Under Secretary".

I have the further honor to propose that should the foregoing meet with the approval of the Government of the United States of America, this Note and Your Excellency's Note in reply shall bring these amendments into force as of the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

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DRAFT NOTE

(From the Libyan Foreign Minister)

Excellency:

I have the honor to propose that the Agreement For A Program of Public Health Between The Government of the United Kingdom of Libya and The Government of The United States of America, signed at Tripoli on July 28, 1955, be amended as follows:

A. Paragraph 1 of Article V is amended to read as follows:

1. The Government of the United Kingdom of Libya agrees to establish under the Ministry an Agency to be known as the Libyan-American Joint Public Health Service (hereinafter referred to as the "Service"). The Service shall function as a Libyan Federal Government Agency and shall be responsible for administering the cooperative public health program in accordance with the provisions of this Agreement and the provisions of the General Agreement for Technical Cooperation. The Service shall establish in each Province of Libya a branch organization which shall be responsible for the execution of projects within the respective Provinces. All projects shall be executed in close coordination with the Provincial Administrations.

B. Paragraph 2 of Article V is amended to read as follows:

2. The Permanent Under Secretary of Finance, hereinafter referred to as the Permanent Under Secretary and the Director, shall serve as the Supervising Co-Directors of the Service. The Director General of the Ministry of Health and the Chief of the Health and Sanitation Division of the Technical Staff shall serve as Executive Co-Directors. The Executive Co-Directors shall, under the general supervision and coordination of the Supervising Co-Directors, be in direct charge of all operations of the Service. With the assistance of designated Health and Sanitation personnel of the Ministry and of the Technical Staff, the Executive Co-Directors shall develop a plan of organization, staffing and administration, a schedule of projects and plans of work, and a financial budget for the approval of the Supervising Co-Directors. All matters relating to general policy, operational requirements, and expenditures in connection with projects undertaken in pursuance of this Agreement shall be jointly determined by the Supervising Co-Directors or by their duly authorized representatives.

C. The term "Minister" shall be changed throughout the text of the Agreement to read "Permanent Under Secretary".

I have the further honor to propose that should the foregoing meet with the approval of the Government of the United States of America, this Note and Your Excellency's Note in reply shall bring these amendments into force as of the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

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(Classification)

DRAFT NOTE IN REPLY

Excellency:

I have the honor to refer to Your Excellency's Note of _____, 1956 which reads, in translation, as follows:

"I have the honor to propose that the Agreement For A Program of Public Health Between The Government of the United Kingdom of Libya and The Government of The United States of America, signed at Tripoli on July 28, 1955, be amended as follows:

"A. Paragraph 1 of Article V is amended to read as follows:

"1. The Government of the United Kingdom of Libya agrees to establish under the Ministry an Agency to be known as the Libyan-American Joint Public Health Service (hereinafter referred to as the "Service"). The Service shall function as a Libyan Federal Government Agency and shall be responsible for administering the cooperative public health program in accordance with the provisions of this Agreement and the provisions of the General Agreement for Technical Cooperation. The Service shall establish in each Province of Libya a branch organization which shall be responsible for the execution of projects within the respective Provinces. All projects shall be executed in close coordination with the Provincial Administrations.

"B. Paragraph 2 of Article V is amended to read as follows:

"2. The Permanent Under Secretary of Finance, hereinafter referred to as the Permanent Under Secretary and the Director, shall serve as the Supervising Co-Directors of the Service. The Director General of the Ministry of Health and the Chief of the Health and Sanitation Division of the Technical Staff shall serve as Executive Co-Directors. The Executive Co-Directors shall, under the general supervision and coordination of the Supervising Co-Directors, be in direct charge of all operations of the Service. With the assistance of designated Health and Sanitation personnel of the Ministry and of the Technical Staff, the Executive Co-Directors shall develop a plan of organization, staffing and administration, a schedule of projects and plans of work, and a financial budget for the approval of the Supervising Co-Directors. All matters relating to general policy, operational requirements, and expenditures in connection with projects undertaken in pursuance of this Agreement shall be jointly determined by the Supervising Co-Directors or by their duly authorized representatives.

"C. The term "Minister" shall be changed throughout the text of the Agreement to read "Permanent Under Secretary".

"I have the further honor to propose that should the foregoing meet with the approval of the Government of the United States of America, this Note and Your Excellency's Note in reply shall bring these amendments into force as of the date of Your Excellency's reply."

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I am pleased to inform Your Excellency that my Government accepts these amendments and agrees that they shall come into force as of the date of this Note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

A similar Note in reply will be made with respect to the Libyan Foreign Minister's Note on amending the Project Agreement in Education.

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